

Learned counsel for the appellant tried to assail the concurrent findings of fact but I do not find any reason to interfere in the same which have been arrived at after due consideration of all evidence and after appreciation of facts.

No substantial question of law is involved in this appeal, therefore, this appeal deserves to be dismissed.

At this stage, learned counsel for the appellant prayed that the appellant may be given two years' time to vacate the suit shop as he is an old tenant and is running a small restaurant and has very meager resources and if he will have to vacate the suit premises without any other alternate accommodation, he may suffer huge losses because the amount may be short but the appellant would suffer irreparably.

Learned counsel for the respondents submitted that the plaintiffs' suit was decreed on the ground of personal bonafide necessity and, therefore, time of two years will be too much.

I have considered this submission of the learned counsel for the parties.

It appears that the defendant is tenant in the suit shop since 1970 and is running his small business in the suit shop. The suit for eviction was filed only in the year 2002 and has been decreed by the trial court and appellate court in October, 2005 in a period of three years only.

Looking to the totality of the facts, it will be just and proper to permit the appellants to occupy the premises for two years more so that he may make alternate arrangement.

Therefore, it is ordered that in case, the appellant

furnishes a written undertaking before the trial court within a period of one month that he shall hand over the vacant possession to the landlord by or before 31.12.2007 and shall pay all the arrears of rent and decreetal amount, if due, within a period of two months from today before the trial court or directly to the landlord, the decree under challenge shall not be executed till 1.1.2008. The appellant shall also deposit the rent month by month by 15th day of each succeeding month of their tenancy in the trial court.

In case of non-compliance of the order or default in payment of rent mentioned above, the decree shall become executable forthwith.

with the aforesaid concession, the appeal is dismissed.

(PRAKASH TATIA), J.

S.Phophaliya